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7 Attorneys for Defendants  
Transdev Bus On Demand, LLC,  
8 Transdev Services, Inc., and Transdev North America, Inc.

9  
10 **UNITED STATES DISTRICT COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**  
12

13 JENNIFER RICHARDS, individually and  
14 on behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

17 TRANSDEV BUS ON DEMAND, LLC.,  
18 and DOES 1 through 100,

19 Defendant.  
20  
21  
22  
23  
24  
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Case No.

**DEFENDANTS TRANSDEV  
SERVICES, INC. AND TRANSDEV  
NORTH AMERICA, INC.'S NOTICE  
OF REMOVAL OF CIVIL ACTION  
FROM STATE COURT**

[28 U.S.C. §§ 1332, 1441, and 1446  
DIVERSITY]

State Action Filed: March 2, 2020  
Trial Date: None

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1 **TO THE UNITED STATES DISTRICT COURT FOR THE NORTHERN**  
 2 **DISTRICT OF CALIFORNIA, PLAINTIFF JENNIFER RICHARDS, AND**  
 3 **HER ATTORNEYS OF RECORD:**

4 PLEASE TAKE NOTICE that defendant TRANSDEV SERVICES, INC., and  
 5 TRANSDEV NORTH AMERICA, INC. (“Defendants” or “Transdev”) hereby  
 6 removes the above-referenced action from the Superior Court in the State of  
 7 California for the County of Sonoma to the United States District Court for the  
 8 Northern District of California pursuant to 28 U.S.C. sections 1332, 1441 and 1446.

9 This Notice is based upon the original jurisdiction of the federal district court  
 10 over the parties under 28 U.S.C. section 1332 based upon diversity under the Class  
 11 Action Fairness Act (“CAFA”). Defendants make the following allegations in  
 12 support of its Notice of Removal:

13 **JURISDICTION**

14 1. This action is one over which this Court has original jurisdiction under  
 15 28 U.S.C. section 1332 and is one which may be removed by Defendants pursuant to  
 16 28 U.S.C. section 1441 and 1446.

17 2. On or about March 2, 2020, plaintiff Jennifer Richards (“Richards”)  
 18 filed an original complaint in the Superior Court of the State of California in the  
 19 County of Sonoma, entitled, JENNIFER RICHARDS individually and on behalf of,  
 20 all others similarly situated, v. TRANSDEV BUS ON DEMAND, LLC.; and DOES  
 21 1-100, as case number SCV-266108 against defendant Transdev On Demand, LLC.  
 22 The Complaint asserts six causes of action for: (1) Failure to Pay Minimum Wage;  
 23 Failure to Pay Overtime; (2) Split Shift Premiums/Reporting time; (3) Inaccurate  
 24 Wage Statements; (4) Waiting time wages; (5) Bus. And Prof. Code §17200; and (6)  
 25 PAGA. A true and correct copy of the complaint is attached to the Declaration of  
 26 Torey Favarote (“Favarote Decl.”) as **Exhibit A**. On June 4, 2020, Plaintiff filed a  
 27 DOE amendment, adding Transdev Services, Inc. as DOE #2, and Transdev North  
 28 America, Inc. as DOE #1 (Favarote Decl. ¶2, **Exhibit A**.) On August 14, 2020,

1 Plaintiff served a copy of the complaint on Transdev Services, Inc., and on August  
 2 17, 2020, Plaintiff served a copy of the complaint on Transdev North America, Inc.  
 3 A true and correct copy of the Service of Process Notices that were provided to  
 4 Defendants by its agent for service of process is attached to Favarote Decl. as  
 5 **Exhibit C and D**. On September 10, 2020, Defendants submitted an answer to  
 6 Plaintiff's Complaint in Sonoma County Superior Court. A true and copy of the  
 7 answer is attached to Favarote Decl. as **Exhibit F**. Even though Transdev Bus on  
 8 Demand, LLC is listed as the defendant, Plaintiff and the putative class members'  
 9 true employer was and is Transdev Services, Inc. (Isaacs Decl., ¶2).

10 3. To Defendant's knowledge, no other papers or processes have been  
 11 filed, submitted or received in this matter by Defendants.

### 12 INTRADISTRICT ASSIGNMENT

13 4. Northern District of California Civil Local Rule 3-2 provides that all  
 14 civil actions arising in the counties of Alameda, Contra Costa, Del Norte, Humboldt,  
 15 Lake, Marin, Mendocino, Napa, San Francisco, San Mateo or Sonoma Counties shall  
 16 be assigned to the San Francisco or Oakland Divisions. See Northern District Local  
 17 Rules 3-2(c) and (d), and 3-5(b). Plaintiff filed this case in Sonoma County.

### 18 CAFA JURISDICTION

19 5. Basis of Original Jurisdiction: This Court has original jurisdiction of  
 20 this action under CAFA. Section 1332(d)(2) and (4) provides that a district court  
 21 shall have original jurisdiction of a class action with 100 or more putative class  
 22 members in which the matter in controversy, in the aggregate, exceeds the sum or  
 23 value of \$5,000,000. Section 1332(d)(2) further requires that any member of the  
 24 putative class must be a citizen of a state different from any defendant.

25 6. Plaintiff's Citizenship: As alleged in the complaint, Plaintiff is and was  
 26 domiciled in California. (Favarote Decl., ¶2.) For diversity purposes, a person is a  
 27 "citizen" of the state in which he or she is domiciled. Kantor v. Wellesley Galleries,  
 28 Ltd., 704 F.2d 1088, 1090 (9th Cir. 1983). Residence is *prima facie* evidence of

1 domicile. State Farm Mutual Auto Ins. Co. v. Dyer, 19 F.3d 514, 520 (10th Cir.  
2 1994). Accordingly, Plaintiff is a citizen of the State of California.

3 7. Defendants' Citizenship: Pursuant to 28 U.S.C. section 1332(c), "a  
4 corporation shall be deemed to be a citizen of any State by which it has been  
5 incorporated and of the State where it has its principal place of business." Transdev  
6 Services, Inc. and Transdev North America, Inc., were at the time of the filing of the  
7 state court action, and remains a corporation incorporated under the laws of the State  
8 of Maryland and Delaware respectively, with their principal place of business in the  
9 State of Illinois. Transdev Bus On Demand, LLC was incorporated in Delaware, and  
10 its sole member is Transdev Bus On Demand, Inc, with its principal place of  
11 business in the State of Illinois. (Isaacs Decl. ¶2.)

12 8. The Supreme Court has established the proper test for determining the  
13 principal place of business of a corporation for purposes of diversity jurisdiction.  
14 Hertz Corp. v. Friend, 559 U.S. 777 (2010). The Court held that "'principal place of  
15 business' [as contained in section 1332(c)] is best read as referring to the place  
16 where a corporation's officers direct, control, and coordinate the corporation's  
17 activities." Id. The Court further clarified that the principal place of business is the  
18 place where the corporation "maintains its headquarters—provided that the  
19 headquarters is the actual center of direction, control and coordination..." (Id.)  
20 Transdev Services, Inc., and Transdev North America, Inc.'s headquarters, and their  
21 executive and senior management personnel as well as their primary management  
22 operations are both located in Illinois. (Isaacs Decl., ¶3.) Moreover, the corporate  
23 officers of Transdev Services, Inc. actually direct, control and coordinate the  
24 corporation's activities from Transdev Services, Inc.'s offices in Illinois. (Id.) The  
25 corporate human resources department, employee benefits department, legal  
26 department, procurement department, accounting department, and IT department  
27 utilized by Transdev Services, Inc., and Transdev North America, Inc. are located in  
28 Lombard, Illinois. (Id.) Simply put, Transdev's center of "direction, control and

1 coordination” is located in the State of Illinois; thus, for diversity purposes, Transdev  
2 and Transdev North America, Inc., must be considered citizens of Illinois and  
3 Maryland (their state of incorporation). Transdev Bus On Demand, must be  
4 considered a citizen of Illinois and Delaware (its state of incorporation).  
5 Accordingly, all of the defendants are not a citizen of the State of California.

6 9. The citizenship of fictitiously named “Doe” defendants is to be  
7 disregarded for the purposes of removal. 28 U.S.C. section 1441(a).

8 **AMOUNT IN CONTROVERSY UNDER CAFA**

9 10. Removal is appropriate when it is more likely than not that the amount  
10 is controversy exceeds the jurisdictional requirement, which in this case is  
11 \$5,000,000 in the aggregate. See, e.g., Cohn v. PetsMart, Inc., 281 F.3d 837, 839-40  
12 (9th Cir. 2002).

13 11. This action involves Plaintiff’s alleged claims against Defendants for:  
14 failure to pay minimum wage; failure to pay overtime, split shift premiums/reporting  
15 time, inaccurate wage statements, waiting time wages, Business and Professions  
16 Code § 17200, and PAGA. Plaintiff prays for judgment and the following specific  
17 relief against Defendants: (1) that the Court declare, adjudge and decree that this  
18 action is a proper class action and certify the proposed Class and/or any other  
19 appropriate subclasses under the California Code of Civil Procedure §382, (2) that  
20 the Court declare, adjudge and decree that Defendants violated the minimum wage  
21 and overtime provisions of the California Labor Code and the applicable California  
22 Industrial Welfare Commission Wage Order as to Plaintiff and Class Members,  
23 (3) that the Court declare adjudge, and decree that Defendants willfully violated its  
24 legal duties to pay all wages and premiums owed under the California Labor Code  
25 and the applicable California Industrial Welfare Commission Wage Orders; (4) that  
26 the Court declare, adjudge and decree that the Plaintiff and Class Members were, at  
27 all times relevant hereto, and are still, entitled to be paid for all hours worked,  
28 minimum wage and overtime for work beyond 8 hours in a day and/or 40 hours in a

1 week; (5) that the Court make an award to the Plaintiff and Class Members of  
 2 damages and/or restitution for the amount of unpaid overtime compensation and  
 3 other wages earned and unpaid, including interest thereon, in an amount to be proven  
 4 at trial; (6) that the Court order Defendant to pay restitution to the Plaintiff and the  
 5 Class Members due to Defendants' unlawful activities, as alleged; (7) that the Court  
 6 further enjoin Defendants, ordering them to cease and desist from unlawful activities  
 7 in violation of California Business and Professions Code §17200, *et. seq.* including a  
 8 backward-reaching injunction for all wrongs heretofore committed; (8) for all other  
 9 orders, findings and determinations identified and sought in the Complaint; (9) for  
 10 interest on the amount of any and all economic losses, at the prevailing legal rate;  
 11 (10) for reasonable attorneys' fees, pursuant to the California Labor Code, including  
 12 California Labor Code 1194 and/or California Code of Civil Procedure 1021.5 and  
 13 (11) for costs of suit and any and all other such relief as the Court deems just and  
 14 proper. (See Favarote Decl., Ex. A, Prayer For Relief, pgs. 24-27.)

15 12. Amount in Controversy. Without conceding that Plaintiff or the  
 16 purported class members are entitled to any damages or could recover damages in  
 17 any amount, the amount in controversy in this putative class action, in the aggregate,  
 18 is well in excess of \$5,000,000, exclusive of interest and costs.

19 a. Variables. During the time period of March 2, 2019 to July 23,  
 20 2020, as plead in regard to Plaintiff's wage statement and PAGA claims,  
 21 Transdev Services, Inc. employed at least 2,144 non-exempt employees as bus  
 22 drivers in California. (Isaacs Decl., ¶4; Favarote Decl., ¶6.) This time period  
 23 consists of at least 41,286 total pay periods for this group of employees. (Id.)  
 24 During the time period of March 2, 2017, to July 23, 2020, applicable to  
 25 Plaintiff's waiting time penalties claim, at least 2,291 putative class members  
 26 separated from employment with Transdev Services, Inc. (Isaacs Decl., ¶5;  
 27 Favarote Decl., ¶7.) The average final rate of pay among this group of former  
 28 employees was approximately \$16.01 during this time period. (Id.)



1           b. Claim #1: Wage Statement Claim. Plaintiff alleges that  
2 Defendants failed to provide the putative class members with complete and  
3 accurate wage statements under Labor Code Section 226(a). Plaintiff alleges  
4 that Defendants “failed to provide timely, accurate itemized wage statements  
5 to Plaintiff and Class Members.” (Favarote Decl., Ex. A, ¶59.) Labor Code  
6 226(a) provides a maximum aggregate penalty of \$4,000 per affected  
7 employee. Where a statutory maximum is specified, “courts may consider the  
8 maximum statutory penalty available in determining whether the jurisdictional  
9 amount in controversy requirement is met.” Korn v. Polo Ralph Lauren Corp.,  
10 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008). Thus, based on Plaintiff’s  
11 allegations, the amount in controversy for this claim would be approximately  
12 \$4,021,400.00 (calculated as: 41,286 total pay periods worked by the at least  
13 2,144 putative class members through the relevant time period x \$50.00 for the  
14 first pay period in violation (2,144 x \$50 = \$107,200.00) and \$100.00 for each  
15 subsequent pay period in violation, not to exceed \$4,000 per class member  
16 (39,142 x \$100 = \$3,914,200.00). (Isaacs Decl., ¶4; Favarote Decl., ¶6.)

17           c. Claim #2: Waiting Time Penalties. Plaintiff alleges that  
18 “numerous Class Members, including Plaintiff, were employed by  
19 Defendant[sic] during the class period and were thereafter terminated or  
20 resigned from their positions, yet they were not paid all wages due upon said  
21 termination or within 72 hours of said resignation of employment therefrom.  
22 Said non-payment was the direct and proximate result of a willful refusal to do  
23 so by Defendant[s].” (Favarote Decl., Ex. A, ¶63.) California Labor Code  
24 Section 203 provides that a former employee shall receive regular daily wages  
25 for each day they were not paid, at their hourly rate, for up to thirty days. A  
26 total of at least 2,291 members of the proposed class separated from  
27 employment during the three-year statutory time period. (Isaacs Decl., ¶5.)  
28 The amount in controversy for this claim would be approximately

1 \$8,802,938.40 (\$16.01 as the average hourly rate for the putative class  
2 members x 8 hours x 30 days x 2,291 putative class members). (Isaacs Decl.,  
3 ¶5; Favarote Decl., ¶7.)

4 13. Total Amount in Controversy. Based on only the two claims described  
5 above, the class-wide liability exposure is, conservatively estimated, \$12,824,338.40.

6 14. This amount exceeds the \$5,000,000 CAFA minimum before ever  
7 taking into account attorneys' fees and interest as well as Plaintiff's PAGA, straight  
8 time and overtime, and reporting time claims, which as discussed below must also be  
9 taken into account and adds even more to the total amount in controversy.

### 10 ATTORNEYS' FEES

11 15. When the underlying substantive law provides for the award of  
12 attorneys' fees, a party may include that amount in their calculation of the amount in  
13 controversy. Galt G/S v. JSS Scandinavia, 142 F.3d 1150, 1156 (9th Cir. 1998).  
14 The Court may take into account reasonable estimates of attorneys' fees when  
15 analyzing disputes over the amount in controversy. See Brady v. Mercedes-Benz  
16 USA, Inc., 243 F.Supp.2d 1004, 1010-11 (N.D.Cal.2002). Plaintiff has sought  
17 attorneys' fees in the Complaint which are permitted by the California Labor Code  
18 for some of the Labor Code violations alleged in the Complaint. (Favarote Decl.,  
19 Ex. A.) They should therefore be included in analyzing the amount in controversy.

20 16. Any addition of attorneys' fees would be over and above the amount  
21 calculated for alleged damages as analyzed above and would further increase the  
22 amount in controversy far beyond the required \$5,000,000 threshold for CAFA  
23 jurisdiction.

24 17. Accordingly, diversity, class size, and amount in controversy under  
25 CAFA are satisfied for jurisdiction under 28 U.S.C. §§ 1332, 1441 and 1446.  
26 Therefore, Defendant has properly removed the State Court Action to this Court.

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**THE REMOVAL IS TIMELY**

18. As required by 28 U.S.C. section 1446(d), this Notice of Removal is timely in that it has been filed within thirty (30) days of Defendant's first receipt of the Summons and Complaint.

19. As required by 28 U.S.C. section 1446(d), Defendant will give notice of this removal to Plaintiff through their attorneys of record.

20. As required by 28 U.S.C. section 1446(d), a copy of this Notice will be filed with the Superior Court of the State of California in and for the County of Sonoma.

WHEREFORE, having provided notice as is required by law, the above-titled action should be removed from the Superior Court for the County of Sonoma to this Court.

Dated: September 11, 2020

GLEASON & FAVAROTE, LLP  
PAUL M. GLEASON  
TOREY JOSEPH FAVAROTE  
JING TONG

By: /s/ Torey Joseph Favarote  
Torey Joseph Favarote

Attorneys for Defendant TRANSDEV  
SERVICES INC.

**PROOF OF SERVICE**

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 4014 Long Beach Boulevard, Suite 300, Long Beach, CA 90807.

On September 11, 2020, I served a copy(ies) of the following document(s):

**DEFENDANTS TRANSDEV SERVICES, INC. AND TRANSDEV NORTH AMERICA, INC.'S NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT**

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorney	Party(ies) Served	Method of Service
Matthew Righetti John Glugoski Michael Righetti RIGHETTI GLUGOSKI, P.C. The Presidio of San Francisco 37 Graham Street, Suite 130 San Francisco, CA 94129 Tel: (415) 983-0900 Fax: (415) 397-9005 <a href="mailto:matt@righettilaw.com">matt@righettilaw.com</a> <a href="mailto:mike@righettilaw.com">mike@righettilaw.com</a>	Attorneys for Plaintiff, JENNIFER RICHARDS, individually and on behalf of all others similarly situated	First Class Mail
<input checked="" type="checkbox"/>	[BY MAIL] I placed the sealed envelope(s) for collection and mailing by following the ordinary business practice of Gleason & Favarote, LLP, Long Beach, California. I am readily familiar with Gleason & Favarote, LLP's practice for collecting and processing of correspondence for mailing with the United States Postal Service, said practice being that, in the ordinary course of business, correspondence with postage fully prepaid is deposited with the United States Postal Service the same day as it is placed for collection.	

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and this declaration was executed on September 11, 2020, at Long Beach, California.

  
Thomas Steinhart